

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

CATHERINE BECKWITH

Plaintiff,

v.

**THE PENNSYLVANIA STATE
UNIVERSITY**

**d/b/a PENNSYLVANIA STATE
UNIVERSITY, COLLEGE OF
MEDICINE**

Defendant,

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: **CIVIL ACTION NO. 4:12-cv-0108**

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: **JURY TRIAL DEMANDED**

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**PLAINTIFF’S OBJECTIONS TO MAGISTRATE CARLSON’S REPORT AND
RECOMMENDATION RELATING TO DEFENDANT’S MOTION FOR SUMMARY
JUDGMENT**

Catherine Beckwith (“Beckwith”) by and through her counsel, hereby object, pursuant to 28 U.S.C. §636(b)(1), Fed.R.Civ.P. 72(b)(2), and M.D. Pa. Local Rule 72.3, to Magistrate Carlson’s August 19, 2014 Report and Recommendation as follows:

1. Magistrate Carlson inappropriately applied the standard for summary judgment by failing to view the evidence in the light most favorable to Beckwith.
2. Magistrate Carlson erred in concluding that no genuine issue of material fact exists regarding Beckwith’s procedural due process claim.
3. Magistrate Carlson erred in concluding that Defendant provided Beckwith with sufficient due process.

4. Magistrate Carlson erred by concluding that there is no genuine issue of material fact regarding whether Defendant cured the procedural unfairness in Beckwith's second-year tenure review.
5. Magistrate Carlson erred by failing to consider case law that makes clear that the process due must be meaningful.
6. Magistrate Carlson erred in concluding that there exists no genuine issue of material fact regarding whether Defendant implemented the recommendation made by the Senate Committee on Faculty Rights and Responsibilities.
7. Magistrate Carlson erred in concluding that there is no genuine issue of material fact sufficient to submit Beckwith's breach of contract claim to a jury.
8. Specifically, Magistrate Carlson substituted his own judgment for that of a jury on a question of fact; that is, whether Beckwith's contract with Defendant should be interpreted as a six-year definite-term agreement.
9. Magistrate Carlson erred in concluding that there exists no genuine issue of material fact regarding whether Defendant breached its six-year contract with Beckwith.

Respectfully Submitted,

BENNLAWFIRM

Date: September 4, 2014

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CERTIFICATE OF SERVICE

I, the undersigned, certify that on the date set forth below, I caused to be served the foregoing document on the following individuals via the Middle District ECF system:

Nancy Conrad, Esq.
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Date: September 4, 2014

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